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U.S. Patent Application No. 10/607,972

P23902.TD (S 752/US/PCT/Cont)

Group Art Unit 3618

Examiner Hau PHAN

Confirmation No. 6955

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05-Sep-2005

PATENT APPLICATION IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

pplicants

: Juha TRINEN et al.

Appln. No.

: 10/607,972

Docket No.

: P23902

Customer No.: 7055

Filed

: June 30, 2003

Title

: GRIP FOR A SPORTS POLE, AND A

SPORTS POLE HAVING SUCH GRIP

TERMINAL DISCLAIMER

U.S. Patent and Trademark Office Customer Service Window, Mail Stop Amendment Randolph Building 401 Dulany Street Alexandria, VA 22314

Sir:

Your petitioner, SALOMON S.A., a corporation of the country of France, whose business address is Lieudit "La Ravoire," 74370 Metz-Tessy, France, represents that by an assignment recorded in the U.S. Patent and Trademark Office on April 20, 2001 at Reel 011721, Frame 0546, it is the assignee of record of the entire right, title and interest of each of the following:

- U.S. Patent Application No. 10/607,972, filed on June 30, 2003, hereinafter "the instant application"; and
- U.S. Patent No. 6,637,773, issued on October 28, 2003 from U.S. Patent Application No. 09/744,998, which was the national stage of an international PCT application on June 21, 2000, hereinafter "the US '773 patent".

Your petitioner, SALOMON S.A., hereby disclaims the terminal part of any patent granted on the instant application which would extend beyond the expiration date of the full statutory term defined in 35 USC §154 to §156 and §173, as presently shortened by

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any terminal disclaimer, of the US '773 patent, and hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that the legal title to such patent so granted on the instant application shall be the same as the legal title to the US '773 patent, this agreement to run with such patent so granted on the instant application and to be binding upon the grantee, its successors, or assigns.

Your petitioner, SALOMON S.A., does not disclaim any terminal part of any patent granted on the instant application prior to the expiration date of the full statutory term of the US '773 patent in the event that the US '773 patent later: expires for failure to pay a maintenance fee; is held unenforceable; is found invalid; is statutorily disclaimed in whole or further terminally disclaimed under 37 CFR §1.321(a), has all claims canceled by a reexamination certificate; is reissued; or is otherwise terminated prior to the expiration of its full statutory term, except for the failure of common ownership stated above.

Your petitioner, SALOMON S.A., certifies that the aforementioned assignment documents have been reviewed and that to the best of the assignee's knowledge and belief, title to the instant application and title to the US '773 patent are in the assignee. Further, the assignee's undersigned representative, who is empowered to act on behalf of the assignee, hereby declares that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

September 5, 2005
Date

Signature

Name: Clohlde TURLEQUE

THE 370 HETZ-TESSY

Title: GENERAL COUNSEL

FRANCE
Address